

**DAVENPORT ASSOCIATION  
OF  
PARA-EDUCATOR'S CONTRACT**

**July 1, 2005 – June 30, 2009**

**THE DAVENPORT COMMUNITY  
SCHOOL DISTRICT**

**Davenport, Iowa**

## TABLE OF CONTENTS

	Preamble.....	1
Article I	Recognition .....	1
Article II	Seniority.....	1
Article III	Assignment and Transfer Procedures .....	2
Article IV	Staff Reduction Procedures.....	3
Article V	Hours.....	4
Article VI	Grievance Procedure .....	6
Article VII	In-Service/Staff Development .....	7
Article VIII	Leaves of Absence .....	7
Article IX	Employee Evaluation .....	10
Article X	Para-Educator Wages .....	11
Article XI	Supplemental Pay .....	12
Article XII	Payroll Deductions .....	12
Article XIII	Insurance .....	13
Article XIV	Health and Safety .....	15
Article XV	Duration.....	16
Exhibit "A"	Wage Rates for Current Para-Educators.....	17
Side Letter	.....	19

## **PREAMBLE**

The Board of Directors of the Davenport Community School District, No. 82-1611 in the Counties of Scott and Muscatine, State of Iowa, hereinafter referred to as the "Board" and the Davenport Association of Para-educators, hereinafter referred to as the "Union" agree as follows:

## **ARTICLE I**

### **RECOGNITION**

#### **SECTION 1 - RECOGNITION STATEMENT**

The Board hereby recognizes the Association as the certified bargaining representative for all personnel set forth in the P.E.R.B. Certification instrument (Case #2323) issued by the P.E.R.B. on the 17th day of December 1982, as thereafter amended from time to time by written agreement of the parties.

#### **SECTION 2 - DEFINITION STATEMENT**

The term "Employee" as used in this agreement, shall mean all employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board. The term "Former Employee" as used in this agreement, shall mean all previously employed persons who have been terminated for reasons of staff reduction and who retain recall rights as provided for in Article IV of this agreement.

#### **SECTION 3 - NEW EMPLOYEE ORIENTATION**

The District will provide a packet of Union information furnished by the Union to new employees at New employee orientation.

## **ARTICLE II SENIORITY**

#### **SECTION 1**

Seniority shall be computed from the most recent date an employee was hired to perform bargaining unit work. If two (2) or more employees have the same seniority date, the relative order of seniority among them for purposes of this agreement shall be determined by drawing of lots.

#### **SECTION 2**

The seniority of the employee shall terminate upon the occurrence of any one of the following events:

- A. If employee resigns or quits either by (1) notifying the supervisor or Director of Human Resources or (2) remaining away from work three consecutive working days or more without appropriate notice to the employee's supervisor.
- B. Discharge.

### **SECTION 3**

The Union shall be provided a District-wide seniority list by November 1 of each year bearing the name and seniority date of all employees covered by this Agreement. Employees shall be provided fifteen (15) working days to verify and/or correct this information.

### **Section 4 – PROBATIONARY PERIOD**

All new employees shall serve a probationary period of ninety (90) work days. During the probationary period, the employee shall have no seniority rights for bidding, layoff or recall. The District will provide orientation training to probationary employees. Upon the completion of the probationary period, the employee shall be placed on the seniority list and the employee's seniority shall be determined from the date of hire. The District shall evaluate the employee prior to the midpoint of the probationary period. Employees may be terminated for any reason during the probationary period without recourse to the grievance procedure.

## **ARTICLE III**

### **ASSIGNMENT AND TRANSFER PROCEDURES**

#### **SECTION 1 - VOLUNTARY TRANSFERS**

All job openings in the bargaining unit not filled by Article V, Section 1 shall be posted for five (5) working days in each school building. In addition, bidding sheets will be sent to the Union Office, the Union **Chapter Chairperson** and the contract negotiations Maintenance Officer. Any unit employee interested in a posted opening must make a request in writing (bid) to the Director of Human Resources within the five (5) day posting period. All vacancies shall be filled based upon seniority, provided the employee possesses the skill level and special abilities required by the district. Employees shall be limited to one voluntary transfer (successful bid) with an effective date between the first day of work and the last day of work each year. For transfer purposes, Employee Day Care Center and Children's Village at Hoover Para-educators first day of work shall be deemed as the first school calendar day of work and the last day of work shall be the last school calendar day of work. Successful voluntary bidders shall be moved to the new position within ten (10) workdays of the closing. The District shall notify the Union Office of all successful bidders and new-hire employees who have accepted positions.

#### **SECTION 2 - INVOLUNTARY TRANSFERS**

Movement of an employee to another bargaining unit position, and not based upon the request of the employee, shall be defined as an involuntary transfer. Any employee so transferred shall be notified in writing five (5) working days prior to the effective date of transfer. No employee shall be assigned to a position for reasons deemed to be arbitrary, capricious or without basis of fact. The District shall make every effort to find and train a permanent replacement for an employee involuntarily transferred.

## **ARTICLE IV**

### **STAFF REDUCTION PROCEDURES**

#### **SECTION 1 - DEFINITION**

A staff reduction shall be defined as the elimination of a bargaining unit position.

#### **SECTION 2 - NOTIFICATION**

Both the Union and the affected employee(s) shall be notified in writing of the proposed staff reduction.

#### **SECTION 3 - PROCEDURES**

In the event of a staff reduction, the following procedures shall be used:

- A. The least senior employee within the building shall be reduced and placed in a vacant position, if any, in another building provided the remaining employees possess the skills to perform the work required.
- B. If no such vacancy exists, then the employee shall displace the employee, if any, junior to him/her with the least seniority provided the more senior employee can perform the work.
- C. If there is no such vacancy or employee as defined in "A" and "B" above, then the employee shall be placed on layoff.
- D. If an entire classroom (Students and Teacher) is moved from one building to another, that classroom para-educator will be moved with the class. No layoffs will be made until the transfer process is complete.

#### **SECTION 4 - RECALL RIGHTS**

- A. A laid-off employee shall advise the Board of his/her current address during layoff.
- B. Laid-off employees shall have recall rights for two (2) calendar years following the effective date of his/her layoff, and shall be recalled for available positions in reverse order of layoff.
- C. The Board shall annually provide the Union with a current list of former employees who have retained recall rights as provided by this agreement by September 1 of each year.
- D. In the event a staff adjustment resulting from a layoff or any resultant staff realignment becomes a matter of grievance, such employee move shall take effect. The employee or former employee will be changed back to the previous status after the grievance has been processed, if the final decision reverses the layoff or realignment.

## **ARTICLE V**

### **HOURS**

#### **SECTION 1**

When hours are added within a building, or a vacancy occurs in an existing position within a building, the employer will increase the scheduled hours of those employees already working within the impacted building. Such additional hours of work shall be offered for refusal to the most senior employee, provided that employee is qualified to perform the work, and the additional hours can be reasonably accommodated into the employee's existing work schedule. If no such accommodation can be made within the building, the district shall post the position according to Article III, Section 1 of this agreement.

#### **SECTION 2**

All employees shall be assigned a regular work schedule that will only be changed after advance notice is provided. Except when required by the operational needs of the district, employees whose regular work schedules are being modified for the subsequent school year will be notified by June 15. It is understood that this shall not be construed as a guarantee of hours or building assignment.

#### **SECTION 3**

The yearly work assignment of all employees shall consist of 176 workdays, and shall be scheduled by the building administrator. In addition, two days will be provided for staff development/in-service and shall be scheduled with the building administrator. If employees are requested to work additional days beyond those specified above, such work shall be paid at the employee's regular rate of pay. Employees may refuse to work such additional time without prejudice. Extended work assignments, shall be offered first to those para-educators already working in the building. If the employees in the building refuse the extended work assignments, or additional employees are needed, the district shall post those vacancies as per Article III, Section 1 of this agreement.

#### **SECTION 4**

The normal workweek shall extend from Monday through Friday.

#### **SECTION 5**

The following holidays will be paid to all employees:

Labor Day	Thanksgiving Day and Friday after
Winter Holiday (2 days)	New Year's Day
Martin Luther King Day	President's Day
Memorial Day	

## **SECTION 6**

If an employee reports to work, and school is subsequently dismissed, the employee shall be paid for all regularly scheduled hours and shall be permitted to leave at dismissal. Para-educators shall have the opportunity to schedule any lost hours for paid work time due to any inclement weather late starts. Make-up hours are to be scheduled and mutually agreed upon by the building administrator and para. These hours will be scheduled the same or following pay period unless the para agrees to extend the timelines. Scheduled early student dismissals on the first two days of school shall be work time scheduled by the building administrator.

Para-educators shall have the opportunity to schedule any lost hours for paid work time occurring as a result of Collaborative Time. Such time shall be scheduled by mutual agreement between the para educator and his/her supervisor.

If individual schools are closed (not a district wide closing) for any reason, the employees will be paid for their regularly scheduled hours and will report to the Kimberly Center for Alternative Education (KCAE) for assignment. Employees will not report to work if there is an announcement on the approved radio or TV stations when there are district wide closings.

## **SECTION 8**

The District shall provide a paid fifteen (15) minute break period for employees working a schedule of four (4) consecutive hours or more and a twenty-five (25) minute, duty free, unpaid, lunch break.

## **SECTION 9 – DAY CARE/EARLY CHILDHOOD CENTER PARA-EDUCATORS**

- A. The work year for all employee day care bargaining unit employees will be no more than ten (10) months. The work year for all early childhood center bargaining unit employees will be no more than twelve (12) months.
- B. It is the intent of the district to utilize an eight (8) hour work day when practical. The district agrees, except in emergencies, to give two (2) weeks advance notice of permanent work schedule changes. This provision will not apply to a limited number of positions that are posted and "bid" as "floater" positions. "Floater" positions will include flexible scheduling.
- C. If an employee reports to work, and school is subsequently dismissed, the day care center para-educator shall be paid for all regularly scheduled hours and shall be permitted to leave after the last child is dismissed. All nine (9) month day care para-educators will be paid for hours worked on early dismissal or late start for the teacher in-service, testing days, and early dismissal for parent/teacher conference days.
- D. Child's Play Day Care and Children's Village at Hoover Para-educators will be eligible for the holidays listed in Article V, Section 5 of the labor agreement plus July 4<sup>th</sup> if the holiday falls within or immediately adjacent to their assigned 10 or 12 month work year.

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

#### **SECTION 1 - GENERAL CONDITIONS**

- A. A "grievance" is a claim by an employee, or the Union that there has been a violation, misapplication or misinterpretation of any provision of this agreement.
- B. The failure of a para-educator or the Union to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- C. The use of this grievance procedure shall be limited to grievances alleging a specific violation of this Agreement and must be initiated within fifteen (15) school days from the date on which the act or conditions allegedly complained of first occurred.
- D. It is understood that a class grievance that affects two or more employees involving an administrative decision above the building administrator where the grievance occurred may be initially filed in writing by the Union at the second step to the Director of Human Resource Services. Such grievance shall be filed within fifteen (15) school days from the date on which the act or conditions allegedly complained of first occurred.

#### **SECTION 2 - PROCEDURE**

- A. **FIRST STEP** – A meeting will be held within five (5) school days between the para-educator and the Union and his/her building administrator where the grievance occurred for the express purpose of attempting to resolve the complaint for alleged grievance. The building administrator where the grievance occurred shall respond in writing within five (5) school days.
- B. **SECOND STEP** – If the grievance is not resolved with the building administrator where the grievance occurred, the para-educator and/or the Union shall present the grievance to the Director of Human Resource Services in writing within five (5) school days. The Director of Human Resource Services shall meet the representatives of the Union and/or the aggrieved para-educator within ten (10) school days of the appeal and shall answer the grievance in writing within five (5) school days.
- C. **THIRD STEP** – If the grievance is not resolved satisfactorily in step two, the grievance may proceed to step three. Grievances, which have been processed through the preceding steps of this procedure, and only such grievances shall be submitted to arbitration as provided below:
  - 1. The Union may submit a written demand to the Public Employment Relations Board requesting a list of five arbitrators. Each of the two parties shall alternately strike one name at a time from the list until one shall remain. The remaining name shall be requested to be the arbitrator.



2. The decision of the arbitrator regarding a grievance, on the contract under which the grievance was filed, shall be final and binding on both parties. Binding arbitration shall mean the hearing and the determination of a case in controversy by a person chosen by the parties. Such binding arbitration shall be conducted under the Public Employment Relations Board, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) working days of the date of the second step reply then the grievance will be deemed settled on the basis of the second step answer.
3. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have power only to apply and interpret the provisions of this agreement to the settlement of issues and grievances arising hereunder.
4. Each party shall bear its own costs and expense of the arbitration proceedings including the fee of the arbitrator, which shall be shared equally by the employer and the grievant or his/her representative

## **ARTICLE VII**

### **IN-SERVICE/STAFF DEVELOPMENT**

Each employee will receive in-service and/or orientation by the building principal to perform his/her assignment prior to placement on the job. All such in-service/orientation must be conducted prior to any employee performance evaluation. In-service will be mutually agreed to and jointly planned by the Union and the District.

## **ARTICLE VIII**

### **LEAVES OF ABSENCE**

#### **SECTION 1 - HEALTH LEAVE**

- A. At the beginning of each year of service, a total of fifteen (15) days, equivalent in hours, of current health leave allowance shall be credited to each employee's record.
- B. All regularly appointed employees for less than full time shall receive the same number of days' allowance as full-time employees with the length of each day's allowance being equal to the length of the day under contract.
- C. Unused health leave shall be accumulated from year to year with no maximum limit. Employees hired beginning on July 1, 1998 and thereafter, shall accumulate unused health leave with a maximum limit of 180 days.
- D. In order to be eligible for health leave allowance, the employee shall notify his/her immediate supervisor as soon as possible regarding the illness. Upon request, the employee shall provide reasonable evidence, such as a physician's statement that the employee was too ill to perform his/her responsibilities.

- E. Upon request, a physician's statement shall be submitted as evidence of the employee's physical/psychological ability to resume employment after a confining or disabling illness or accident.
- F. Employees who return to the school district following a leave of absence shall have cumulative health leave earned prior to such leave of absence credited to their health leave account.
- G. During the month of November each year, employees shall receive a record of their accumulated health leave from the Director of Human Resources.
- H. New employees whose services commence after the beginning of the school term shall be granted a pro-rata share of the fifteen (15) days allowed.
- I. Scheduled school holidays, which intervene during an employee's absence due to personal illness, shall not be deducted from health leave allowance.
- J. If an employee is unable to report for duty on the first day of the new contract and has no accumulated health leave on which to draw, compensation for health leave shall not be allowed under the new contract until the employee does report, whereupon it shall become retroactive.
- K. Health leave may be taken in one-hour increments.

## **SECTION 2 - BEREAVEMENT LEAVE**

In the case of the death of the wife, husband, or (step) child, parent, grandparent, grandchild, sister or brother, father-in-law, mother-in-law, brother-in-law, or sister-in-law of a regular employee, the employee shall be granted permission to be absent from duty by the office of the Director of Human Resources for as many days not to exceed five (5), except in the case of the death of a spouse which shall be ten (10) days, during the individual employee's service year as may be necessary for attendance at the funeral and for any other purposes directly arising out of the said death, and no deduction of pay shall be made for these days of absence. Bereavement leave may be taken in one-hour increments.

## **SECTION 3 - JURY DUTY AND LEGAL LEAVE**

Any employee called for jury duty during school hours or who is required to make an appearance in any school-related judicial or administrative proceedings, or who shall be asked to testify in any arbitration matter, shall be provided such time; provided however, that any compensation payable for such appearance shall be paid to the district; or, if paid directly to the employee, shall be deducted from such employee's salary.

#### **SECTION 4 - EMERGENCY LEAVE/PERSONAL LEAVE**

All regular employees shall be allowed a total of three (3) days in each school year, without loss of pay, for emergencies. Employees may accumulate up to six (6) days of emergency leave. This leave may be utilized for situations or occurrences that require immediate attention. They may include such things as, but not be limited to, family medical appointments or to transact business scheduled during working time provided the employee cannot reasonably schedule the same during nonworking time. Emergency Leave does not include leaves of convenience, personal enjoyment or non-district employment. Two emergency leave days each year shall be allowed for personal leave. Personal leave shall not be taken the day before or after a school vacation and/or holiday. Personal leave days must be requested five days in advance of the date requested. The number of para-educators on Personal leave on any given day shall be limited to no more than ten percent of the bargaining unit employees in a building. Emergency leave may be taken in one-hour increments.

#### **SECTION 5 - TEMPORARY LEAVE WITHOUT PAY**

Temporary leaves of absence without pay may be granted by the Director of Human Resources upon written application.

#### **SECTION 6 - EXTENDED LEAVES OF ABSENCE WITHOUT PAY**

- A. Leaves of absence without pay for limited periods of up to four (4) semesters may be granted at the discretion of the district for a reasonable purpose and with reasonable assurance that the employee will return to a position following the leave upon application of the employee and approval of the Director of Human Resources.
- B. While on an extended leave under this Section, the employee's interest in retirement funds, accumulated sick leave and placement on the wage schedule shall be frozen. No additional benefits will be provided by the District during this type of leave. However, the employee may purchase insurance programs available to other employees.
- C. Employees on such extended leaves of absence are not eligible to draw any compensation or accumulated sick benefit.
- D. Seniority shall be retained but not accumulated during this type of leave up to the length of the approved leave.

#### **SECTION 7**

Officers and/or representatives of the Union shall be provided up to a total of one-hundred forty (140) paid hours of absence per year from duties for Union business. The Union or its designated representative shall provide five (5) days prior written notification to the Director of Human Resources for such leave use, except in cases of emergency. Said hours shall begin when the employee leaves the work place.

## **ARTICLE IX**

### **EMPLOYEE EVALUATION**

#### **SECTION 1**

All non-probationary employees shall be evaluated at least once each year. This evaluation shall be completed on or before May 20. Probationary employees will be evaluated prior to the completion of the probationary period.

#### **SECTION 2**

The evaluator shall be the employee's immediate administrative supervisor.

#### **SECTION 3**

The evaluation shall be based on the observation of the employee's performance of his/her assigned duties and responsibilities during working hours. Provision shall be made for an overall assessment of the employee's performance, which clearly indicates a satisfactory or unsatisfactory rating. If an employee is rated unsatisfactory, the evaluator shall include specific suggestions for improvement. The employee shall be granted reasonable time for any such improvements.

#### **SECTION 4**

The employee's evaluation shall be reviewed with him/her and a copy of the evaluation report shall be provided within two (2) weeks following the conference. He/she shall be requested to sign the evaluation indicating receipt of a copy of the evaluation. The employee shall be provided an opportunity to respond in writing on the evaluation form. All evaluation reports shall be filed in the employee's personnel folder.

#### **SECTION 5**

No employee shall be reprimanded, disciplined, discharged, or otherwise suffer any loss of rights or benefits without just cause.

## **ARTICLE X**

### **PARA-EDUCATOR WAGES**

#### **WAGE RATES**

The wage rates of all employees covered by this agreement are set forth in the schedule that is a part of this article (Exhibit A). All employees shall be paid their earned wages every two (2) weeks. If a scheduled pay date falls on a non-workday, employees shall be paid on the last workday prior to said non-workday.

#### **The pay dates of 2005-2006 shall be:**

September 9, 2005  
September 23, 2005  
October 7, 2005  
October 21, 2005  
November 4, 2005  
November 18, 2005  
December 2, 2005  
December 16, 2005  
December 30, 2005 (mailed)  
January 13, 2006  
January 27, 2006  
February 10, 2006  
February 24, 2006  
March 10, 2006  
March 24, 2006 (Check available on March 23, 2006, by noon)  
April 7, 2006  
April 21, 2006  
May 5, 2006  
May 19, 2006  
June 2, 2006  
June 16, 2006 (mailed)

For 2006-2007, 2007-2008, 2008-2009 the parties shall mutually agree upon pay dates once the official DCSD Academic Calendar has been approved by the DCSD Board of Education. The DCSD Human Resources Department shall schedule a meeting(s) each of the years with the Para-Educator union chapter chairperson for the purpose of complying with this requirement.

#### **PAYROLL ERRORS**

If an error is made by the District in the calculation and/or issuance of an employee's payroll check, such errors will be corrected and a corrected payroll check will be delivered to the employee within four (4) business days.

## **ARTICLE XI**

### **SUPPLEMENTAL PAY**

The supplemental pay of any employee performing any of the supplemental duty responsibilities within the district shall be as prescribed by the rate schedule contained in the current teacher master contract.

## **ARTICLE XII**

### **PAYROLL DEDUCTIONS**

#### **SECTION 1 - AUTHORIZATION**

Any employee who is a member of the Union, or who has applied for membership, may sign an assignment authorizing payroll deduction of dues. Authorized dues shall be deducted in the amount specified by the Union in writing to the Director of Human Resources.

#### **SECTION 2 - REGULAR DEDUCTION**

Authorized dues will be deducted in the amount specified by the Financial Secretary of the union in writing to the Director of Human Resources, from each paycheck except those months when employees receive three (3) paychecks. For these three (3) paycheck months, the Financial Secretary of the union shall specify whether dues deduction shall be taken from only one, two, or all three checks. The Financial Secretary of the union shall provide a record of any changes in dues deductions to the payroll department prior to the effective date of the change.

#### **SECTION 3 - TERMINATION OF DEDUCTION**

Any employee who terminates employment and/or Union membership prior to completion of the contract year shall file the appropriate cancellation form with the payroll department of the district.

#### **SECTION 4 - TRANSMISSION OF DUES**

The Board shall promptly transmit to the Union the total monthly deduction for dues, and a listing of the employees for whom deduction was made.

#### **SECTION 5 - OTHER PAYROLL DEDUCTIONS**

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for Union and/or local Credit Union savings and payments or insurance. Such written employee authorizations shall be accepted reasonably in advance of the dates included in the schedule below:

Credit Union: Union and/or local: First of any month

Insurance: First of any month

Annuities: First of any month

United Way: First of any month

Davenport School District Foundation: First of any month

AFSCME PEOPLE Program: First of any month

Deductions for Credit Union and/or Insurance shall be made from the first salary check of each month. Any employee may terminate any of the above voluntary programs at any time by filing the appropriate cancellations form reasonably in advance of the deduction date with the payroll department of the district. All salary deductions authorized by Section 5 of this agreement shall be remitted promptly to the appropriate recipient; and, in all cases, no later than five (5) business days after the amount has been withheld from the employee's salary.

#### **SECTION 6 - INDEMNITY**

The Union agrees to indemnify and hold harmless the school district, the Board or any Board member for any costs and expenses, excluding attorneys' fees of counsel retained by the district arising out of the carrying out of the provisions of dues deductions as provided by the Article, except any costs or expenses attributable to the negligence or malfeasance of the district.

### **ARTICLE XIII**

#### **INSURANCE**

##### **SECTION 1**

The Board shall provide hospitalization and health insurance. Diagnostic X-Ray and Lab: PPO Network Providers – Eligible expenses paid at 80%. "Pre-Existing Conditions" as outlined by the Summary Plan Document. The plan's deductible does not apply. Non-Network Providers – Eligible expenses paid at 60% subject to the Non-Network deductible. The Board shall provide single coverage for those employees assigned five (5) hours of work per day or more. Such insurance benefits shall be provided on the first day of active employment (e.g. first day of school year). The five (5) hours of work per day or more requirement shall be waived for the remainder of the school year for any employee that is receiving the district paid health insurance contribution and is involuntarily reduced to a work schedule of less than five (5) hours of work per day if there is no vacancy for which the person is qualified.

For employees hired on or after July 1, 2005, such insurance benefits shall be provided effective upon completion of ninety (90) workdays. These employees shall be offered the opportunity to enroll in these insurance benefits during the new employee orientation, and if they elect to do so, coverage for the employee will automatically become effective upon completion of ninety (90) workdays. Employees not electing to enroll in these insurance benefits during new employee orientation will then be provided opportunity to enroll upon completion of ninety (90) workdays.

##### **SECTION 2**

The Board shall provide district-paid health/major medical insurance for the duration of this contract with benefits to be maintained at a level no less than in effect at the time of execution of this agreement.

##### **SECTION 3 - WORKER'S COMPENSATION**

The Board shall provide worker's compensation coverage for all employees as provided by law.

#### **SECTION 4**

All employees covered by this agreement shall have the option of purchasing the above described health/major medical insurance by authorizing payroll deduction for either the single or family premium. Employees assigned four (4) or more hours per day have the option of purchasing the district's dental insurance by authorizing payroll deduction for payment in full.

For employees hired on or after July 1, 2005, such insurance benefits shall be provided effective upon completion of ninety (90) workdays. These employees shall be offered the opportunity to enroll in these insurance benefits during the new employee orientation, and if they elect to do so, coverage for the employee will automatically become effective upon completion of ninety (90) workdays. Employees not electing to enroll in these insurance benefits during new employee orientation will then be provided opportunity to enroll upon completion of ninety (90) workdays.

#### **SECTION 5**

The Board shall provide district-paid single vision insurance for all employees working four (4) or more hours per day. Such employees may purchase family coverage of the above-described program by signing a payroll deduction authorization with the district.

#### **SECTION 6**

The Board will provide employees the opportunity to participate in a Section 125 Plan with inclusion of provisions for:

- Dependent Care
- Unreimbursed Medical Expenses
- Cost of Insurance

#### **SECTION 7**

The Board shall provide a district paid life, accidental death and dismemberment insurance in the amount of \$10,000 for employees assigned twenty-seven (27) or more hours of work per week, except for those hired on or after July 1, 2005, the benefit will be effective after completion of ninety (90) workdays. Terms and conditions shall be those in existence as of July 1, 2005 under the Davenport Community School District Group Life and Accidental Death and Dismemberment policy.

#### **SECTION 8**

The Board shall provide district paid long-term disability insurance for employees assigned twenty-seven (27) or more hours of work per week, except for those hired on or after July 1, 2005, the benefit will be effective after completion of ninety (90) workdays. Terms and conditions shall be those in existence as of July 1, 2005 under the Davenport Community School District Group Long Term Disability Insurance policy.



## **ARTICLE XIV**

### **HEALTH AND SAFETY**

#### **SECTION 1 - EMPLOYEE PHYSICAL EXAMINATIONS**

Employees will be reimbursed a maximum of \$15 for each physical examination required by the State of Iowa for continuing employment, and shall be paid such reimbursement within thirty (30) days of submission of the completed physical form to the district. Each employee shall be advised in writing of any physical fitness requirements relating to his/her employment. Failure to notify the employee as specified above shall not deprive the employee of any wages or benefits under this Agreement prior to fulfilling the physical fitness requirement.

#### **SECTION 2 - FACILITIES**

The employer shall provide and maintain a reasonably safe and healthy place of employment. All employees shall endeavor in the course of performing the contracted duties associated with their employment to be alert to unsafe and unhealthy practices, equipment, or conditions, and to report any such unsafe or unhealthy practices, equipment, or conditions to their immediate supervisor.

#### **SECTION 3 - PROTECTING DEVICES**

Such special clothing, equipment, devices and reasonable preventive measures as may be required by the employer for the employee to perform assigned duties in a safe manner shall be provided without charge to the employee.

## ARTICLE XV

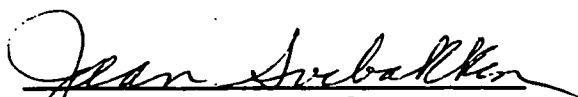
### DURATION

Duration Period – This agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2009.

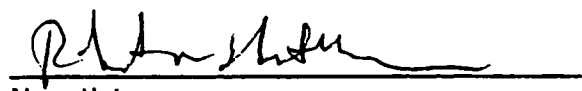
In witness whereof the parties hereto have caused this agreement to be signed by their respective representatives, on this 10<sup>th</sup> day of August, 2005.

FOR THE UNION:

  
Chapter Chairperson

  
Negotiator

  
Negotiator

  
Negotiator

  
Staff Representative

FOR THE BOARD:

  
Negotiator

# EXHIBIT "A"

## DAVENPORT COMMUNITY SCHOOL DISTRICT PARA-EDUCATOR WAGE RATES

### PARA EDUCATORS HIRED AFTER JULY 1, 2005

	2005-2006	2006-2007	2007-2008	2008-2009
REGULAR	\$7.39	\$7.79	\$8.09	\$8.44
BILINGUAL AND CDA CERTIFICATION REQUIRED	\$8.80	\$9.05	\$9.30	\$9.55
ACCOMPANIST	\$9.95	\$10.20	\$10.45	\$10.70
BRAILLE , 2-YEAR DEGREE REQUIRED and INTERPRETERS	\$10.65	\$10.90	\$11.15	\$11.40
4-YEAR DEGREE REQUIRED	\$11.45	\$11.70	\$11.95	\$12.20

### PARA EDUCATORS HIRED PRIOR TO JULY 1, 2005

2004-2005	2005-2006	2006-2007	2007-2008	2008-2009
\$7.05	\$7.39	\$7.79	\$8.09	\$8.44
\$8.30	\$8.55	\$8.80	\$9.05	\$9.30
\$8.55	\$8.80	\$9.05	\$9.30	\$9.55
\$9.05	\$9.30	\$9.55	\$9.80	\$10.05
\$9.30	\$9.55	\$9.80	\$10.05	\$10.30
\$9.70	\$9.95	\$10.20	\$10.45	\$10.70
\$9.80	\$10.05	\$10.30	\$10.55	\$10.80
\$10.05	\$10.30	\$10.55	\$10.80	\$11.05
\$10.40	\$10.65	\$10.90	\$11.15	\$11.40
\$10.75	\$11.00	\$11.25	\$11.50	\$11.75
\$11.90	\$12.15	\$12.40	\$12.65	\$12.90

Differential pay of \$1.00 per hour for interpreters. (Must have proficiency licensure if required.)

Differential Pay of thirty-five cents (\$.35) per hour for Para-Educators who meet any or all of the following:

High school diploma or GED and have successfully completed two (2) or more years of study in a post-secondary institution in an education related field, or have obtained an Associates or higher degree in an education related field, or a State of Iowa para-educator certificate.

Pay increases will go into effect within 30 days following receipt, in the office of Human Resources, an official transcript or an official para-educator certificate.

Highly specialized jobs defined in Exhibit A, per the contract, will be paid in accordance with the contract.

Employees who have completed 10 years of service through 19 years of service will receive an additional ten cents (\$.10) per hour. Employees who have completed 20 or more years of service will receive an additional twenty cents (\$.20) per hour. Employees who complete one semester or more in their first year of employment will be credited with having worked a complete year for purposes of establishing eligibility for longevity pay.

## **SIDE LETTER**

1. On or near September 15, 2008, the District and the Union will appoint up to five (5) members each to serve on a committee for the purpose of discussing the wage scale for para educator bargaining unit personnel. Union-appointed members may elect to use Union Leave if the committee meets during their working hours. The committee will meet on a regular basis September – November, 2008, and will report the results to their bargaining teams. The result of this committee is intended to prepare the parties for a successor collective bargaining agreement to take effect July 1, 2009.
2. The minimum requirements for the Children's Village West/Hayes/Hoover are: the one (1) year CDA certification and meets Title I requirements; or a 2-year Associates Degree in Early Childhood Development or a related field; or a BA or higher degree. Para Educators hired prior to July 1, 2004, who transferred with an early childhood program to Children's Village West or para educators who remain at Children's Village Hayes, will have until 01/08/2006 to meet Title I requirements and three years, or until 8/1/07, to attain the other acceptable minimum requirements noted above or the one (1) year CDA certificate. Their progress will be monitored.
3. Paras employed prior to 7/1/04 at the Children's Village at Hoover with a one (1) year CDA certificate will maintain their higher rate of pay as long as they maintain a para position at Hoover. (This first sentence impacts two (2) people only.) Any employee hired prior to 07/01/04 with a two-year CDA or BA or higher degree at Hoover will maintain the higher rate of pay attributed to two-year CDA employees.
4. The paras who meet the requirements, including those in paragraph 2, for Children's Village West/Hayes/Hoover will be paid the same pay rate as the bilingual paras hired after 7/1/04, except those paras who transfer into West/Hayes/Hoover, or currently at Hayes, and were paid more than the bilingual para hired after 07/01/04 will retain their previous higher pay rate.
5. The District and the Union may each appoint up to nine members to serve on a task force to listen to a presentation by an objective 3<sup>rd</sup> party on the advantages and disadvantages of creating a merged collective bargaining agreement. In addition, the DCSD Board of Education members will be invited to attend. The parties will jointly draft a letter to be sent to the University of Iowa requesting experts who will be able to meet with the task force ideally by October 1, 2005. In the event the University of Iowa submits the name of more than one expert, the parties shall alternately strike names and the party making the first strike shall be the party winning a coin toss. Discussion will take place following the presentation. Members of the Task Force will not be in a paid status prior to the time the Union submits its initial proposal for 2006-07 negotiations.

6. One hundred fifty dollar (\$150.00) bonus following completion of one-half ( $\frac{1}{2}$ ) of employees' school work year and one hundred fifty dollar (\$150.00) bonus following completion of the second half of employee's school work year. Bonus prorated if starting position after start of work year (or 2<sup>nd</sup> half) and remaining until the end of the first half of work year (or 2<sup>nd</sup> half), also prorated if the student(s) leave and the para educator is no longer required to perform the duty or duties. This bonus is for para educators whose routine duties and responsibilities, as listed in the job posting, or as required by the building principal and approved by the Director of Exceptional Education, include any of the following: diapering or toileting for students in grades 4-12; providing assistance for physical relocation or exercise/therapy programs; or working with students with acute behavior disorder issues that put the para educator at risk for injury.
7. The District will provide the local Union president with a disk every month showing the name, home address, classification, number of daily work hours, and worksite of Para-Educator Union personnel. The Union will furnish the computer disks.